

REMARKS

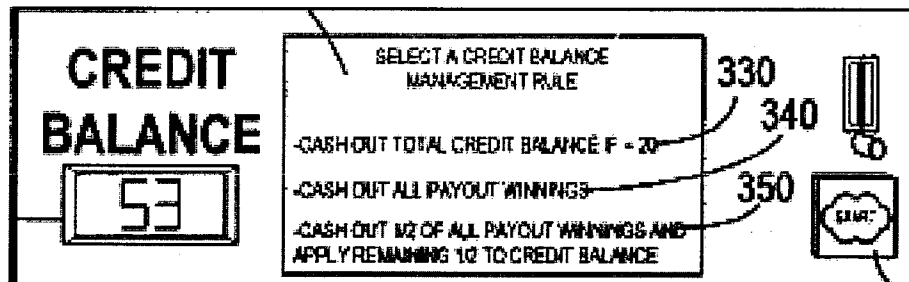
This Response is submitted in reply to the Non-Final Office Action dated June 18, 2009, and in furtherance of the telephone interview conducted on August 28, 2009. Claims 1, 22, 34, 52 and 55 to 58 have been amended. No new matter was added by these amendments. Please charge Deposit Account No. 02-1818 for any fees due in connection with this Response.

The Office Action rejected Claims 1 to 7, 11 to 14, 16 to 27, 29, 32, 34, 38, 39, 42 to 45, 47, 49 to 52 and 55 to 58 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 6,168,522 to Walker et al. ("Walker"). Applicants respectfully disagree with and traverse this rejection. Nevertheless, Applicants have amended the claims for clarity in accordance with the telephone interview, as discussed in more detail below.

During the telephone interview, Applicants' representatives and the Examiner generally discussed Walker in view of Claim 1. First, the Examiner acknowledged that the rejection of Claims 1 to 7, 11 to 14, 16 to 27, 29, 32, 34, 38, 39, 42 to 45, 47, 49 to 52 and 55 to 58 should be a rejection under 35 U.S.C. § 103, not 35 U.S.C. § 102(b).

Second, Applicants' representatives and the Examiner discussed the balance management rules disclosed in Walker in view of Claim 1. Walker discloses a gaming device which enables a player to select different balance management rules for one or more future plays of a game before the future plays of the game. Fig. 9 (a portion of which is provided below) of Walker appears to illustrates three possible rules 330, 340, and 350 for the player to select. The three possible rules for one or more future respective plays of the game include: (i) automatically cashing out the total credit balance if equal to a designated amount; (ii) automatically cashing out all payout winnings from the respective future play of the game; and (iii) automatically cashing out a designated percentage of all payout winnings (e.g., $\frac{1}{2}$) from the respective future play of the game and applying the remaining winnings to the credit balance.

Fig. 9



Walker also discloses another possible balance management rule a player can select for future plays of the game, where a player specifies that an automatically dispensed amount after a respective future play of the game be the difference between the credit balance and a predetermined threshold. For example, the rule may specify that each time the balance exceeds 50 credits, an amount is dispensed to reduce the balance to 50 credits.

Page 10 of the Office Action reasoned, with reference to the previous language of Claim 1, that the "payout winnings" in the above balance management rule listing were the "certain credit total" of Claim 1, from which the first and second amounts are deducted. Applicants have amended the claims to clarify this language. Amended Claim 1, for example, includes a memory device storing a plurality of instructions, which when executed by the processor, cause the processor to operate with the display device and the input device to: enable a player to deposit an amount of money into the gaming device; add the amount of money to a credit meter; after each placement of a wager of an amount of money on a play of a wagering game by the player: deduct the wager from the credit meter, display the play of the wagering game, and add any amounts associated with any winning outcomes from the play of the wagering game to the credit meter, such that after the play of the wagering game and before a subsequent play of the wagering game, the credit meter has a current total at that point in time; if the player selects the cashout selector at a first point in time, the first point in time being after one of the plays of the wagering game and before a subsequent play of the wagering game: display a cashout menu, the cashout menu simultaneously displaying at least two different cashout options, and simultaneously enable the player to select the at least two different cashout options, the at least two different cashout options

including: a first cashout option including a payout to the player of a first amount of the current total of the credit meter at the first point in time in a first payout form, and a second cashout option including a transfer of a second amount of the current total of the credit meter at the first point in time to a casino account, wherein the casino account is stored at a location remote from the gaming device, and wherein the first payout form is different than the casino account and the first and second amounts are both deducted from the current total of the credit meter at the first point in time; if the player selects the first cashout option, provide the player the first amount in the first payout form; and if the player selects the second cashout option, transfer the second amount to the casino account stored at the location remote from the gaming device.

The balance management rule selection display of Walker cannot teach if the player selects a cashout selector at a first point in time, the first point in time being after one of the plays of the wagering game and before a subsequent play of the wagering game, displaying a cashout menu simultaneously displaying at least two different cashout options including: a first cashout option including a payout to the player of a first amount of the current total of the credit meter at the first point in time in a first payout form, and a second cashout option including a transfer of a second amount of the current total of the credit meter at the first point in time to a casino account. In Walker, the player selects the balance management rules for future plays of the game before the respective future plays of the game. In Claim 1, for example, the player selects the cashout menu after a respective play of the game and the cashout applies to the current total at that point in time, not to payout winnings for a future play of the game.

Third, Applicants' representatives and the Examiner discussed the scope of the term "certain credit total." In view of the discussion of the balance management rules of Walker outlined above, Applicants have amended Claim 1 to clarify that the certain credit total is fact the current total of the credit meter at the first point in time.

Finally, during the interview, the Examiner indicated that the term casino account could be further defined for clarity. Applicants have amended the independent claims to clarify that the casino account is a casino account stored at a location remote from a gaming device. Independent Claims 22, 34 and 52 include similar amended language

to Claim 1. For at least these reasons, Applicants respectfully submit that Claims 1 to 7, 11 to 14, 16 to 27, 29, 32, 34, 38, 39, 42 to 45, 47, 49 to 52 and 55 to 58 are patentable over Walker and in condition for allowance.

Claims 8 to 10, 15, 28, 30, 31, 33, 35 to 37, 46, 48 and 59 were rejected under 35 U.S.C. § 103(a) as being patentable over Walker in view of U.S. Patent No. 6,511,377 to Weiss ("Weiss"). For the same reasons as above, Applicants respectfully submit that Claims 8 to 10, 15, 28, 30, 31, 33, 35 to 37, 46, 48 and 59 are patentable over the combination of Walker and Weiss and in condition for allowance.

An earnest endeavor has been made to place this application in condition for formal allowance and in the absence of more pertinent art such action is courteously solicited. If the Examiner has any questions regarding this Response, Applicants respectfully request that the Examiner contact the undersigned.

Respectfully submitted,
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